

RESOLUTION NO. 15-05

A RESOLUTION BY THE TOWN OF ST. LEO, FLORIDA, AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE COOPERATION AGREEMENT BETWEEN THE TOWN OF ST. LEO AND PASCO COUNTY, FLORIDA, TO PARTICIPATE IN THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS, AND EMERGENCY SOLUTIONS GRANT PROGRAMS

WHEREAS, Pasco County, by and through its Board of County Commissioners, has the authority to undertake essential community development and housing activities in its unincorporated areas; and

WHEREAS, the Town of St. Leo has the authority to undertake essential community development and housing activities within its boundaries; and

WHEREAS, the Town of St. Leo and Pasco County entered into a Cooperation Agreement on July 11, 1995, for participation in the Urban County Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs; and

WHEREAS, the Cooperation Agreement is being amended to incorporate changes necessary to meet the U.S. Department of Housing and Urban Development (HUD) Urban County 2016 – 2018 Qualification Notice, as described in the agreement; and

WHEREAS, the amended agreement shall be in effect for the period necessary to carry out activities that will be funded under the Urban County CDBG, HOME, and ESG allocations from Fiscal Year 2016 through 2018, and will automatically renew for successive three (3) year qualification periods, unless the Town provides written notice to Pasco County and the HUD Jacksonville Field Office of its election to be excluded.

NOW, THEREFORE, be it resolved by the Town Commission of the Town of St. Leo, Florida, hereby authorizes the Mayor to execute Amendment No. 1 to the Cooperation Agreement with Pasco County.

DONE AND RESOLVED this 14th day of September, 2015.

ATTEST:


JOAN MILLER, MMC, TOWN CLERK

TOWN OF ST. LEO


RICHARD H. CHRISTMAS, MAYOR

APPROVED AS TO FORM BY:


PATRICIA PETRUFF, ESQUIRE, TOWN ATTORNEY

**AMENDMENT NO. 1 TO THE COOPERATION AGREEMENT WITH
TOWN OF ST. LEO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA 14.218
HOME INVESTMENT PARTNERSHIP PROGRAM
CFDA 14.239**

THIS AMENDMENT by and between PASCO COUNTY, a political subdivision of the State of Florida, with an address of 37918 Meridian Avenue, Dade City, Florida 33525, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the Town of St. Leo, with an address of 34544 State Road 52, St. Leo, FL, 33574, hereinafter referred to as "TOWN," for participation in the Urban County Community Development Block Grant Entitlement Program, and HOME Investment Partnerships Program, amending the original agreement between the parties dated July 11, 1995.

W I T N E S S E T H:

WHEREAS, the COUNTY and the TOWN entered into a cooperation agreement dated July 11, 1995, for participation in the Urban County Community Development Block Grant (CDBG) Entitlement Program, including the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program; and

WHEREAS, the cooperation agreement is being amended to incorporate changes necessary to meet the U.S. Department of Housing and Urban Development (HUD) Urban County 2016 – 2018 Qualification Notice; and

WHEREAS, the COUNTY and the TOWN agree to cooperate in undertaking, or assist in undertaking community renewal and lower-income housing assistance activities; and

WHEREAS, the COUNTY and the TOWN agree to take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974 (Act), as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing; and

WHEREAS, the COUNTY and the TOWN agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws; and

WHEREAS, the COUNTY and the TOWN agree there shall be no funding for activities in the TOWN if the TOWN does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY'S actions to comply with its fair housing certifications; and

WHEREAS, The TOWN hereby has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in nonviolent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions; and

WHEREAS, the COUNTY and the TOWN agree that the COUNTY has final responsibility for selecting CDBG, HOME, and ESG activities and submitting the Consolidated Plan to HUD; and

WHEREAS, the TOWN may not sell, trade, or otherwise transfer all or any portion of such funds to another unit of local government that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act; and

WHEREAS, pursuant to 24 Code of Federal Regulations (CFR) 570.501(b), the TOWN is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503; and

WHEREAS, this agreement will remain in effect until the CDBG, HOME and ESG funds and program income received with respect to the Fiscal Year 2016 – 2018 period and any successive three-year qualification period are expended and the funded activities completed; and

WHEREAS, the TOWN understands that it may not apply for grants from appropriations under the State Small Cities or CDBG Program for fiscal years during which it participates in the COUNTY'S CDBG Program; and

WHEREAS, the TOWN may receive a formula allocation under the HOME Program only through the COUNTY and cannot form a HOME consortium with other local governments, this does not preclude the COUNTY or the TOWN from applying to the State for HOME funds, if the State allows; and

WHEREAS, the TOWN may receive a formula allocation under the ESG Program only through the COUNTY, this does not preclude the COUNTY or the TOWN from applying to the State for ESG funds, if the State allows; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations covered herein, the parties agree as follows:

1. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this amendment.

2. The parties agree this agreement shall be in effect for the period necessary to carry out activities that will be funded from annual CDBG, HOME and ESG allocations from Fiscal Year 2016 through 2018 appropriations. This agreement will automatically renew for successive three-year

qualification periods, unless the TOWN provides written notice to the COUNTY and the HUD Jacksonville Field Office of its election to be excluded.

3. The parties agree to adopt any amendment to the cooperation agreement incorporating changes necessary to meet the requirements for cooperation agreements as set forth in an Urban County Qualification Notice applicable for subsequent three-year urban county qualification periods and to submit such amendment to HUD as provided in the urban county qualification notice, such failure to comply will void the automatic renewal for such qualification period.

4. The parties agree that the COUNTY is accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by the TOWN.

5. The parties hereby ratify, confirm, and agree to be bound by all terms and conditions of the original cooperation agreement, not inconsistent herewith, dated July 11, 1995, and all subsequent addenda thereto.

IN WITNESS WHEREOF, the parties hereto have caused this addendum to be executed on this

8th day of September, 2015.

(SEAL)

ATTEST:

Paula S. O'Neil
PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Theodore J. Schrader
THEODORE J. SCHRADER, CHAIRMAN

ATTEST:

Joan Miller, MMC
JOAN MILLER, MMC, CITY CLERK

TOWN OF ST. LEO

Richard H. Christmas
RICHARD H. CHRISTMAS, MAYOR

DATE: 9/14/2015